

Date: June 23, 2009

Subject: Severance Termination – Communication 2
Letter of Objection - Docket Number 05-44481 (RDD)

From : Nathaniel Winton

TO: Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

I have worked for General Motors / Delphi for 31 years, and never in my life have I been so disappointed in what has happened in the GM/Delphi bankruptcy proceeding. The salary employees that have sacrificed and contributed so much for these companies have been treated so unfairly. This is a travesty of justice. I object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date). This is wrong and should be rectified.

I have a legal, enforceable contract entered into during bankruptcy. I expect it to be fulfilled by the court. My severance payments were provided in exchange for my waiver of certain rights via the Release of Claims. Severance payments are not a Delphi provided benefit. Here are the points of objections:

- 1) Severance payments are by contract (Separation Agreement).
- 2) I waived certain rights (Release of Claims) to receive severance.
(I provided an item of value to Delphi in exchange for the severance payments)
- 3) The contracts were entered into during bankruptcy.
- 4) Severance payments are a contract liability (not a Delphi provided benefit).
- 5) I have a valid and binding contract and I expect it to be honored.

On December 9, 2008, I signed a binding contract (Separation Allowance Plan Release of Claims form), I pray that the Honorable Judge Robert D. Drain will fully review and take this form under consideration.